



TitleFact
a land title & escrow company

T. W. Stivers (1918-2001)

163 Fourth Avenue North

Phone (208) 733-3821

Richard B. Stivers

P.O. Box 486

Fax (208) 733-3878

R. Todd Blass

Twin Falls, Idaho 83303

Toll Free (800) 733-3850

July 5, 2016

WEDGEWOOD

ELYSIA BURG

EBURG@WEDGEWOOD-INC.COM

CAROLINE VIGIL

CVIGIL@WEDGEWOOD-INC.COM

RE: OUR ORDER NO. **68986**
RALPH PARTNERS II, LLC

We are hereby transmitting Old Republic National Title Insurance Corporation Commitment along with:

- Plat map and Property map
- Seller/Owner Affidavit

all in connection with the above-referenced order. Please let me know if you would like copies of the commitment, or any documents referenced in the commitment, delivered or emailed to you.

If you have any questions regarding the commitment, or if you need any additional information at this time, please contact us.

We appreciate your business and look forward to working with you on this transaction.

Sincerely yours,
TitleFact, Inc.



Alysia R. Beebe
Title Department

akb
Encl.

TitleFact



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



By: *[Signature]*

President

Attest: *[Signature]*

Secretary

Countersigned:
[Signature]
TITLE FACT, Inc.

Authorized Signatory



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
BY

TITLE FACT, INC.

163 Fourth Avenue North (zip 83301)

P.O. Box 486 – Twin Falls, Idaho 83303-0486
Phone (208) 733-3821 ... Fax (208) 733-3878

PREPARED FOR:
WEDGEWOOD

AT THE REQUEST OF:

ELYSIA BURG
eburg@wedgewood-inc.com
CAROLINE VIGIL
cvigil@wedgewood-inc.com

TITLE EXAMINER:
LILA ORTON

ORDER NO. 68986

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A



1. EFFECTIVE DATE: June 28, 2016

CASE NO. 68986

2. **POLICY OR POLICIES TO BE ISSUED**

(a) ALTA Owner's Policy - (06-17-06)

Standard Coverage Owner's Policy in the amount of

\$ -0-

Proposed Insured:

NONE

(b) ALTA Loan Policy - (06-17-06)

Extended Coverage Loan Policy in the amount of

\$1,000.00

Endorsements: **TO BE DETERMINED**

Proposed Insured:

TO BE DETERMINED

3. Title to the **FEE SIMPLE** estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

RALPH PARTNERS II, LLC

4. The land referred to in this Commitment is described as follows:

Lot 13, Block 23, **TWIN FALLS TOWNSITE**, Twin Falls County, Idaho, according to the final and amended plat thereof recorded in Book 1 of Plats, page 7, records of Twin Falls County, Idaho.

FOR INFORMATION ONLY: According to Twin Falls County Assessor/Treasurer records, address of subject property is purported to be: 228 6th Avenue North, Twin Falls, Idaho 83301

SCHEDULE B - Section 1
REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

(1) Deed of Trust from **RALPH PARTNERS II, LLC**, securing the loan.

NOTE: We will require a copy of the Limited Liability Company Operating Agreement reflecting the names of the Members thereof and verification of filing of the Articles of Organization with the Idaho Secretary of State. Any conveyance or mortgage creating the interest to be insured must be executed in accordance with said Operating Agreement and by all members of the limited liability company; or evidence must be submitted that certain designated managers/members have authority to act on behalf of the limited liability company.

NOTE: Document(s) will require a properly executed acknowledgement for Idaho.

Item (c) Provide to TitleFact, Inc., a completed acceptable **SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY** executed by **authorized member(s) of RALPH PARTNERS II, LLC**, prior to recording the above required documents.

Item (d) Release of liens in favor of the State of Idaho that might be disclosed by any notice filed with the Office of the Secretary of State of Idaho against the vested owner or prior owner or against the purchaser of the land described herein. **NOTE:** A search of the records of the Idaho Secretary of State and Twin Falls County records, as of the effective date of this Commitment, reveals no filings in name of vestee or proposed insured, other than those shown herein, if any.

The taxes for 2015 were assessed on Parcel No. RPT00010230130 in the amount of \$2,756.50 and are paid in full.

* **NOTE:** Because of the provisions of the Idaho Homestead law (Chapter 10, Title 55, I.C.), the company will require:

(a) the personal execution and acknowledgement of any deed, deed of Trust, mortgage or power of attorney to convey or encumber the homestead by the vested owner and spouse, if any, or in the alternative

(b) an affidavit, signed by the vested owner and spouse which states that the land described herein is not their principal residence, or the land is not claimed as homestead property, or their principal residence is:

(and if applicable, the vested owner is not married)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - Section 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company, (or unless the policy to be issued is an ALTA Homeowner's Policy [10/22/03] in which case only Item 8 is relevant and Items 1-7 are expressly deemed inapplicable to the covered risks of said ALTA Homeowner's policy).

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c), or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records. Liability for added assessments and subsequent tax billings, if any, pursuant to Idaho Code Section 63-810.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Taxes for the year 2016, which are an accruing lien; and the taxes for all subsequent years.
10. No liability is assumed for possible unfiled Mechanics' or Materialmen's liens.
NOTE: Upon recordation of Deed of Trust or Mortgage prior to commencement of construction, this item will be eliminated from the Mortgage Policy.
11. Such state of facts as would be disclosed by an accurate survey and/or inspection of the premises.
NOTE: Upon satisfactory inspection of the premises, this exception will be eliminated from the Mortgage Policy or amended in accordance with the facts disclosed thereby.
12. Easements, reservations, restrictions, dedications, and notes, if any, as reserved on the official Final and Amended Plat of Twin Falls Townsite.

NOTE: Exceptions numbered 1 through 4 will not appear in an *Extended* coverage policy to be issued hereunder; *however*, pursuant to Regulation 25 of the Department of Insurance, *we cannot delete Paragraph No. 4 of Schedule B, Section 2* hereof until we have reviewed and approved the following: 1) Lien releases for all labor and/or materials provided to the project up to the time of recording the deed of trust or mortgage to be insured; and 2) Indemnity Bond and Subordination Agreement to be executed by the general contractor and/or record owner.

ATTENTION: Pursuant to the State of Idaho insurance regulations, a cancellation fee will be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date of the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.

Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties. – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

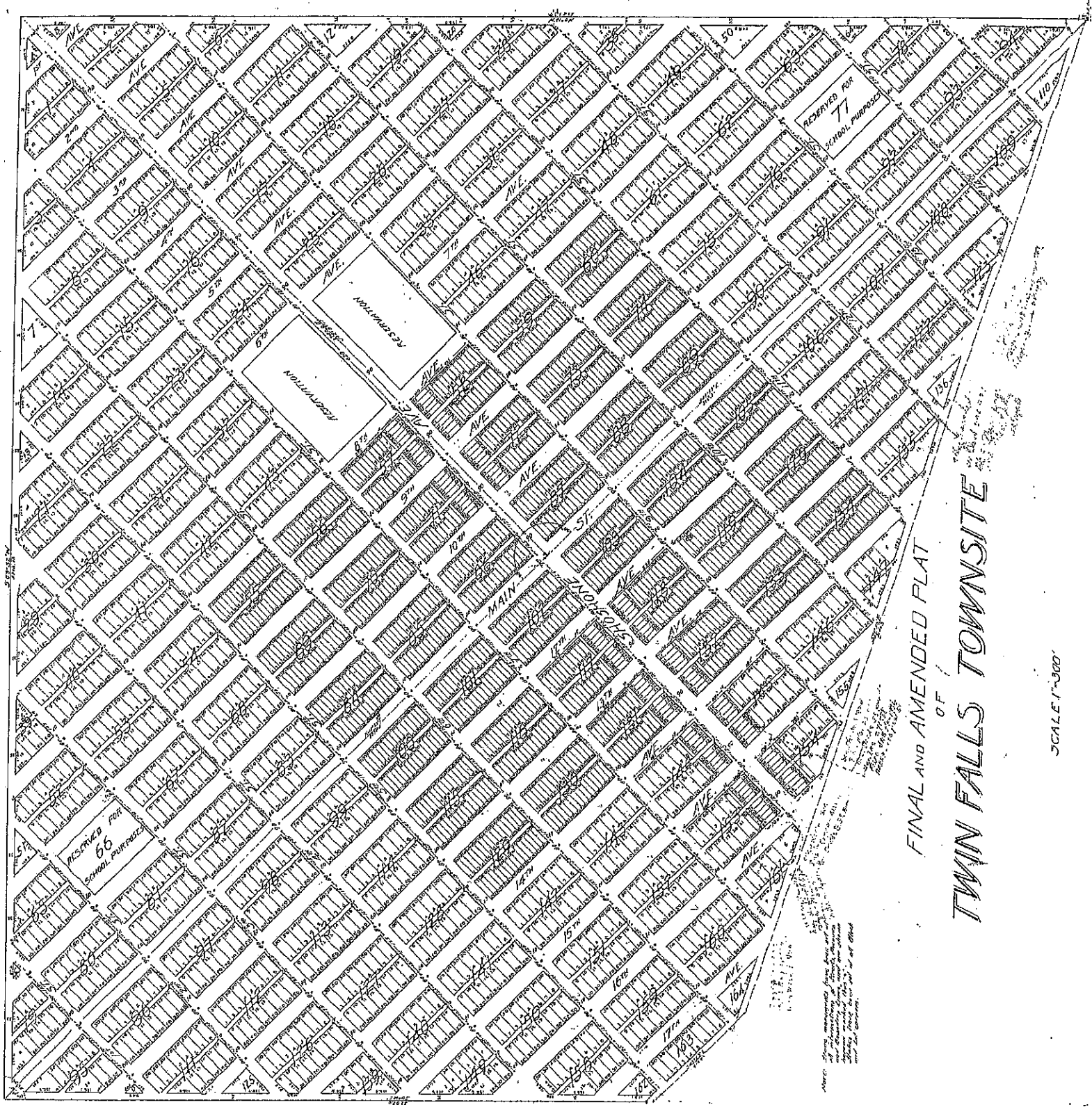
As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

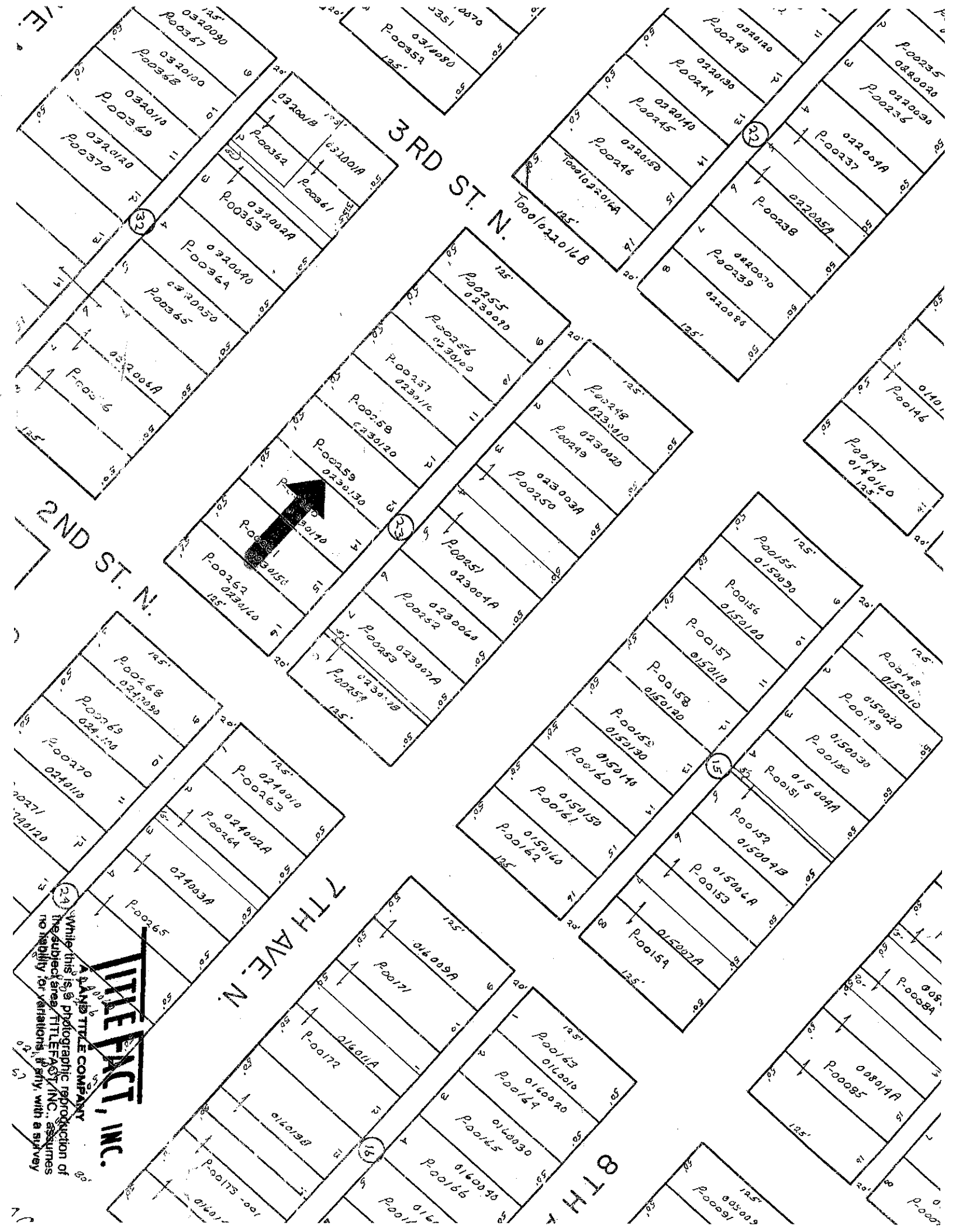
Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



FINAL AND AMENDED PLAT
OF
TWIN FALLS TOWNSITE

SCALE 1"=300'

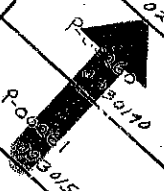


3RD ST. N.

2ND ST. N.

1TH AVE. N.

8TH



TITLEFACT, INC.

While this is a photographic reproduction of the subject area, TITLEFACT, INC. assumes no liability for variations, if any, with a survey.

A LAND TITLE COMPANY



AFFIDAVIT AND INDEMNITY FOR SELLER OR BORROWER

State of Idaho
County of Twin Falls

File No. 68986

Subject Property: 228 6th Avenue North, Twin Falls, Idaho 83301
Legal Description:

Lot 13, Block 23, **TWIN FALLS TOWNSITE**, Twin Falls County, Idaho, according to the final and amended plat thereof recorded in Book 1 of Plats, page 7, records of Twin Falls County, Idaho.

Before me, the undersigned authority, on this day personally appeared **authorized member(s) of RALPH PARTNERS II, LLC**, personally known to me to be the person(s) whose name(s) is/are subscribed hereto and upon his/her/their oath(s) depose(s) and say(s) that no proceedings in **bankruptcy** or **receivership** have been instituted by or against him/her/them or the entity he/she/they represent(s) and, if it applies, that the **marital status** of affiant has not changed since the day of acquisition of said property and represent(s) to the purchaser, lender, Fidelity National Title Insurance Company and TitleFact, Inc., in this transaction that there are:

1. No **loans or liens** (including Federal or State liens, Judgment liens, Child Support liens or Medical Assistance liens) and no unpaid governmental or association taxes or assessments of any kind on such property, other than items being paid through this transaction, **EXCEPT** the following:
(if none, state "NONE")

Creditor(s)	Approximate Amount
_____	_____
_____	_____

2. No **unpaid debts** for plumbing fixtures, water heaters, floor furnaces, air conditions, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property, and that no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statement, security agreement or otherwise, other than items being paid through this transaction, **EXCEPT** the following:
(if none, state "NONE")

Secured Party/Parties	Approximate Amount
_____	_____
_____	_____

3. There are no unpaid obligations for labor and material used in the construction of improvements or repairs on the subject property; and there are now no unpaid labor or material claims against the improvements or the land upon which same are situated; and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied. (if none, state "NONE")
True _____ False _____ (if false, list below)

Laborer, or Material Supplier	Approximate Amount Owed
_____	_____
_____	_____

4. No assistance has been provided to the undersigned or any of their legal dependents and no application for assistance for indigent care has been made in the last 31 days to the County, nor will the same be made by the undersigned pursuant to Idaho Code 31-3504.

True _____ False _____

5. Parties in possession of the subject property is/are the affiant(s).

True _____ False _____ - If false, the parties in possession are: _____ by reason of:

- _____ Option to Purchase
- _____ Lease with term of _____
- _____ Rental
- _____ Other (please explain) _____

If a sales transaction, the following is to be completed by Seller:

Office Address (if Seller is a business entity) _____

Home Address (if Seller is a non-business entity) _____

INDEMNITY: I agree to pay on demand to the purchaser, lender, TitleFact, Inc., and/or Fidelity National Title Insurance Company in this transaction, their successors and assigns, all amounts secured by any and all liens not shown herein, together with all costs, losses and attorney's fees that said parties may incur in connection with such unmentioned liens and not shown in accompanying commitment. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, or have an inception date prior to the consummation of this transaction.

I realize that the purchaser, lender, TitleFact, Inc., and/or Fidelity National Title Insurance Company in this transaction are relying on the representations contained herein in purchasing same, lending money, or insuring title thereon, and would not purchase same, lend money, or issue title insurance unless said representations were made. If seller or borrower is a business entity, I have authority to sign on its behalf.

RALPH PARTNERS II, LLC

Sworn to and subscribed before me this _____ day of _____, 2016.

Notary: _____

Residing at: _____

Commission Expires: _____